



# *PLANNING COMMISSION*

## *AGENDA REPORT*

*VI 1*

MEETING DATE: NOVEMBER 14, 2011

ITEM NUMBER:

SUBJECT: ANNUAL REVIEW OF HOME RANCH DEVELOPMENT AGREEMENT DA-00-01  
(DA-11-03)

DATE: OCTOBER 24, 2011

FOR FURTHER INFORMATION CONTACT: MINOO ASHABI, AIA, SENIOR PLANNER  
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### **DESCRIPTION**

Annual review of Home Ranch Development Agreement.

### **APPLICANT**

Justin McCusker is the authorized agent for C. J. Segerstrom and Sons.

### **RECOMMENDATION**

- 1) Based on the evidence in the record, determine and find that the property owner has demonstrated good faith compliance with the terms and conditions of Development Agreement DA-00-01.
- 2) Delegate future reviews to Development Services Director until construction commences on the Home Ranch site, at which time annual reviews shall be considered by the Planning Commission.

### **BACKGROUND**

Segerstrom Home Ranch is generally located north of the Interstate I-405, east of Harbor Boulevard, and south of Sunflower Avenue (Attachment 1). The Home Ranch development project was approved in November 2001, and presently contains IKEA, Emulex, and the Providence Park residential development (143 units). The development of office uses in the southeast quadrant of Susan Street and South Coast Drive intersection is pending.

Development Agreement DA-00-01 for Home Ranch was adopted by City Council on December 3, 2001. The following three amendments have been approved since the original document was executed:

- First amendment approved in 2003 related to grant funding for roadway improvements; and,
- Second amendment approved in 2007 that excluded the approximate 1.3 acre-segment of the exit ramp between the I-405 North distributor road and the IKEA driveway intersection.
- Third amendment approved in 2010 included the following:
  - Extension of the terms of the agreement until 2030.
  - Dedication of a 40,000 square-foot parcel for future fire station and prepayment of the remainder of the fire impact fee in the amount of \$264,210.83.
  - Modification to the timeframe for preservation of the historic structure to fifty years and creating a historic reserve account for maintenance of the structures for 50-years.

A copy of the third amendment is attached for Commission's reference (Attachment 2).

## **ANALYSIS**

The Home Ranch Development Agreement is subject to an annual review by the Planning Commission and the City Council. The 2009/2010 annual review and the amendment have been consolidated into one action in 2010.

### ***Annual Review of Development Agreement DA-00-01***

The purpose of the annual review is to determine if the developer and/or City have made good faith efforts to comply with the provisions and conditions of the development agreement. The following sections summarize the requirements:

#### **A. Circulation Improvements:**

##### *Improvements Required in Accordance with General Plan*

The developer has paid the City's and Transportation Corridor Agency's traffic impact fees as required.

##### *Site Access Improvements*

The developer has completed the improvements and signal modifications at South Coast Drive and Susan Street intersection. Access to the Home Ranch site from South Coast Drive between Susan Street and Fairview Road will be implemented in conjunction with future development in the area. The Susan Street off-ramp improvements were completed with matching state and federal grants. There are no additional right-of-way needs specified in the agreement for public circulation improvements.

- B. Cultural Resources:** The developer has submitted \$260,000 for a "Historic Reserve Account" to ensure maintenance of the historic site for 50 years. In addition, the applicant will have the grounds open for public access once a year. The dates will be announced on the City's website.

- C. Educational Advancement:** The required contribution has been paid by the applicant, and the education foundations have been established.
- D. High School Athletic Field Contribution:** The developer has paid the required contribution.
- E. Restoration of Huscroft House Contribution:** The developer has paid the required contribution.
- F. Residential Component:** The residential component of the project has been completed.
- G. Fire Station:** The developer has dedicated the parcel for future fire station site and submitted all prepaid \$264,210.83 for the remainder of the fire impact fee.
- H. Sales and Use Tax Guarantee:** The IKEA Home Furnishings opened May 28, 2003. All sales tax revenue has been monitored. The developer has met the cumulative sales tax requirements for the amount of \$5,000,000.

### ***Delegation of Future Reviews***

Government Code Section 65865.1 requires periodic review of development agreements at least every 12 months, at which time the applicant, or successor, shall be required to demonstrate good faith compliance with the terms of the agreement.

In 2004, Council delegated future reviews of the development agreement for South Coast Metro Center, Development Agreement DA-99-01 until development commences on the property. Because it is unknown when the Home Ranch site will be developed and all applicable development obligations have been satisfied to date, staff recommends that annual reviews, as required by State Law, be conducted at a staff level. A formal review before the Planning Commission would occur once development commences.

The City Attorney's office has found this recommendation in compliance with State Law (confirm). Additionally, a staff level review will eliminate the administrative burden of annual reviews when there is no development activity occurring at the site.

### **CONCLUSION**

Staff has reviewed the Agreement's terms and conditions and believes the Developer is in compliance. Because the development obligation have been satisfied to date, staff recommends that future annual reviews be complete by the Development Services Director until construction commences on the Home Ranch site. The Planning Commission's determination can be made by minute order.

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MINOO ASHABI  
Senior Planner, AIA

CLAIRE L. FLYNN, AICP  
Acting Asst. Development Svs. Director

Attachments:       1.    [Vicinity Map](#)  
                          2.    [Development Agreement DA-00-01 \(amended July, 2010\)](#)

cc:   Interim Development Svs. Director  
      Deputy City Attorney  
      Assistant City Engineer  
      Transportation Svs. Manager  
      Fire Protection Analyst  
      Staff (4)  
      File (2)

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DA-00-01 (DA-11-03)

11/14/2011

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